STANDARD PERFORMANCE EVALUATION CORPORATION



www.spec.org

License Number: TBD

SPEC GENERAL LICENSE AGREEMENT

Read the terms and conditions of this Agreement carefully before downloading or opening the package containing the SPEC product or any accompanying documentation (collectively, the "Materials"). Except where explicitly superseded by wording in the attached product license, this Agreement represents the entire Agreement between you and SPEC concerning the Materials and supersedes any prior proposal, representation or understanding between the parties.

Use and Re-Export of SPEC's software is subject to the United States Export Control Administration regulations. The software may not be used by unlicensed person or entities and may not be re-exported to another country. See Export Assurance (Clause 12) of this license.

The restrictions and limitations of this Agreement do not apply to those items contained in the Materials that have been modified under, or used under, licenses that require free redistribution. SPEC has collected copies or links to copies of all such items underneath the directory redistributable_sources, along with the licenses applicable to each item in that directory.

By downloading or opening this package containing "The Materials", you are accepting and agreeing to the terms of this Agreement. If you are not willing to be bound by these terms, you should promptly cease downloading "The Materials" or return the package to receive a refund of your money.

COMPANY/NAME: TBD MAIN SITE: TBD

- **1. Grant.** SPEC agrees to grant and USER agrees to accept a nontransferable and nonexclusive license to use and modify the Materials, subject to the restrictions and conditions set forth below and in any accompanying product specific license.
- **2. Copies and Location.** USER may make only exact and complete copies of the original of the Materials. The original and copies thereof may be used only:
 - By the user, if purchased by a non-corporate entity. This user must also abide by the Export Assurance (Clause 12) of this license.
 - By anyone within the same corporate structure, if purchased by a corporation. Note that a "corporate user" must be identified and all technical support and contact with SPEC must be handled through that contact. This user and corporation must also abide by the Export Assurance (Clause 12) of this license.

USER will not permit any third party to use or copy the original or any copy thereof. In the event of unauthorized transfer or copying, USER will pay SPEC a penalty in the amount of one additional fee for each such transfer or copy.

- **3. Scope of Use.** The Materials may be used only for the generation of data regarding measurement and analysis of computer system (hardware and software) performance and/or power usage on those Materials. Modification or merger with other software is allowed only as specified in the Run and Reporting Rules for the given SPEC benchmark or tool product. USER may not distribute the Materials or any modification to the Materials with the following exceptions:
 - USER may distribute those items specifically included in the directory of redistributable sources according to the terms of their open source licenses.



STANDARD PERFORMANCE EVALUATION CORPORATION



www.spec.org

• USER may share only with other SPEC licensees of this product modifications created by USER for purposes of performance and/or power usage analysis. Such modifications shall be limited to 1) modifying the code to instrument the product; or 2) modifying the workload to enable further analysis on systems under the USER's control or 3) a combination of 1) and 2).

For performance or power measurement results obtained from such modified product, USER may not 1) represent the results as being compliant results of the product or 2) use official SPEC metric name(s) to identify the results.

The Materials may include executable code for the SPEC PTDaemon tool. The SPEC PTDaemon tool is licensed for use only with the Materials or modifications of the Materials as described herein. It is **NOT** licensed for use as a standalone tool or for integration into a tool that is unrelated to the Materials.

- **4. Fee.** The fee paid by the USER to SPEC for the Materials is in consideration of SPEC's cost in connection with the production and distribution of the Materials and is not a royalty.
- **5. Reports.** In order to preserve the integrity of SPEC's performance standards, USER agrees to run the Materials in accordance with the benchmark product rules published by SPEC for the Materials. If the USER chooses to publicly report measured results, the reporting must be strictly in accordance with the SPEC product rules, including the SPEC Fair Use Rule.

The SPEC Fair Use Rules are posted at www.spec.org. SPEC product rules are posted at www.spec.org in the documentation pages for each SPEC product. Both the SPEC Fair Use rules and the SPEC product rules may be updated from time to time. USERS are required to comply with the latest versions of the rules, including all updates, as posted on the SPEC website.

SPEC practices associated with perceived violations of Fair Use or other license terms can be found at: http://www.spec.org/spec/docs/penaltiesremedies.pdf.

6. Term. This Agreement is effective upon USER opening the package containing the Materials or upon downloading the Materials from an electronic distribution source and shall continue until terminated. USER may terminate the Agreement at any time by providing written notification to SPEC that all copies have been destroyed, but the provisions of Sections 5, 7, 8 and 10 shall survive any termination.

The license granted as to the current release of the Materials shall terminate when SPEC issues and makes available to the USER a subsequent release of such materials.

In the event of a breach by the USER of any provision hereof, SPEC may terminate this Agreement, and the license granted hereunder, in whole or as to any portion of the Materials upon 30 days written notice unless the default is cured within such 30-day period. Upon termination of the license, USER shall immediately destroy all copies of the Materials and shall provide written notification to SPEC that all copies have been destroyed.

7. Use of Name. It is acknowledged that all trademark and trade name rights in the names are owned exclusively by SPEC and such ownership shall be acknowledged in any use of the name by the USER (i.e. - noting that these are "trademarks of the Standard Performance Evaluation Corporation").



STANDARD PERFORMANCE EVALUATION CORPORATION



www.spec.org

- **8. Ownership of Material:** This Agreement does not constitute a sale of the Materials but is only a license to use in accordance with the terms of this Agreement. USER acknowledges that title, ownership and all intellectual property rights in and to the Materials and any copies are owned by and remain with SPEC.
- **9. Indemnity.** USER agrees to indemnify and hold SPEC harmless from any claims, expenses, or liabilities caused by USER's use of the Materials or by USER's publication or use of data arising from its use of the Materials.

DISCLAIMER OF WARRANTIES

SPEC MAKES NO WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, RELATING TO THE SALE, USE OR PERFORMANCE OF THE MATERIALS, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED AND EXCLUDED BY SPEC.

USER RECOGNIZES THAT THE PRODUCTS ARE THE RESULT OF A COOPERATIVE, NON-PROFIT EFFORT AND THAT SPEC DOES NOT CONDUCT A TYPICAL BUSINESS. USER ACCEPTS THE MATERIALS "AS IS" AND WITHOUT ANY WARRANTY, EXPRESS OR IMPLIED.

10. Limitation of Liability. SPEC assumes no liability with respect to the Materials, including liability for infringement of intellectual property rights, negligence, or any other liability.

SPEC is not aware of any infringement of copyright or patent that may result from its transfer to USER of the Materials. If USER receives any notice of infringement, such notice shall be immediately communicated to SPEC who will take immediate action to evaluate the claim and, if practicable, modify the Materials as necessary to avoid infringement. USER waives any claim against SPEC in the event of such infringement.

SPEC's total liability for any reason shall not exceed the amount of the fee paid to SPEC. In no event will SPEC be liable for any indirect, special, incidental or consequential damages arising out of or in connection with this Agreement, including the sale, use or performance of the Materials, even if SPEC shall have knowledge of the possibility of such damages.

- **11. Maintenance and Support.** SPEC has no obligation to provide support, maintenance, updates, modifications or new releases of the Materials to USER under this Agreement.
- **12. Export Assurance.** Use and re-export of SPEC's software and related technical information is subject to the Export Administration Regulations (EAR) of the United States Department of Commerce. USER hereby agrees that USER (a) assumes responsibility for compliance with the EAR in its use of the software and technical information, and (b) will not export, re-export, or otherwise disclose directly or indirectly, the software, technical data, or any direct product of the software or technical data in violation of the EAR.
- **13. Governing Law.** This Agreement shall be construed and governed in accordance with the laws of the State of California. If any term of this Agreement is declared void or not enforceable by any competent court of jurisdiction, all other terms shall remain in effect.
- **14. No Waiver.** The failure of either party to enforce any term herein or to take action in the event of any violation of these terms shall not be deemed a waiver by that party as to the subsequent enforcement of any rights.

